CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Contract With The San Joaquin Partnership

MEETING DATE: March 4, 1992

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council approve the Service Agreement
between the City of Lodi and The San Joaquin
Partnership which provides for economic development
services for the City.

BACKGROUND INFORMATION: At the "Shirtsleeve" session of March 3, 1992 the City
Council was scheduled to hear a presentation by Mr.
Rick Weddle, president of The San Joaquin Partnership
regarding the activities of the Partnership in the area
of economic development.   The Partnership is requesting at this time approval
of the Service Agreement.

FUNDING: 1991-92 Operating Budget

Respectfully submitted,

Thomas A. Peterson
City Manager

TAP:br

Attachment

CCCOM442/TXTA.07A

DRAFT

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into this
_____ day of _____, 19____, by and between _____
_____, a municipal corporation
existing under the laws of the State of California ("City") and
the SAN JOAQUIH PARTNERSHIP, INC., a corporation organized under
the nonprofit laws of the State of California ("Contractor")
(Collectively "Parties").

RECITALS

1. WHEREAS, the City desires to use funds for the promotion
of social and economic welfare of its citizens through the
creation of job opportunities for the City: and

2. WHEREAS, Contractor is organized under the nonprofit
laws of the State of California for the purpose of promoting
social welfare; and

3. WHEREAS, the City and Contractor have recognized their
joint interests, desires, and objectives, and have determined
that their mutual goals can best be attained by working,
together: and

-1-

4. WHEREAS, the City Council of the City of _____ ,
California, ha5 approved the use of funds to enable and assist
the Contractor to operate a program designed to accomplish the
desired economic development;

NOW, THEREFORE, in consideration of the mutual covenants,
promises, and the performance of the conditions contained
herein, the City and Contractor agree as follower

1. The scope of the services to be performed by Contractor
shall include, but shall not be limited to, the following:

(a) Act as a catalyst between business interests end
the City to bring about economic development.

(b) Develop and manage a program to stimulate economic
growth and development of the City.

(c) Employ staff to carry out the responsibilities of
the corporation.

(d) Service the City as an advisor to provide guidance
in the economic development of the City.

(e) Work cooperatively with the City to integrate
public facilities and utilities to assist in the promotion of
economic development opportunities.

SJPART.SA7/TXTGVT/077092/1

(f) Seek out private developers and businesses that are interested in locating or expanding within the City.

(g) Perform, to the extent Contractor deems necessary, public relations and marketing functions designed to promote economic activity.

(h) Research and develop target markets within California, the United States and the Pacific Rim which will lead to economic development within the City.

(i) Coordinate, to the extent possible, the activities of the Contractor with Vision 2000 A Blueprint for the Future.

(j) Perform, to the extent deemed necessary by Contractor, economic research, including the complying of economic data designed to result in economic development.

(k) Assist the City in image enhancement, to the extent Contractor deeme necessary.

(1) Establish and assist, to the extent deemed necessary by Contractor, programs designed to train and evaluate workers with the goal to retain end expand businesses within the City,

(m) Assist in the packaging of loans and other incentives designed to bring about economic development.

2. The City may assign appropriate City Staff and provide technical support as City and Contractor mutually deem appropriate.

3. The Contractor shall remain responsible and accountable for the performance of the terms and conditions of this Agreement notwithstanding that the Contractor may employ consultants to perform any of its activities.

4. The term of this Agreement shall be for a period of one (1) year, subject to renewal upon mutual agreement of the Parties.

5. A.   During the first year of this Agreement, City shall, within _____ days of the date of this Agreement pay Contractor the sum of $_____ , for performance of the services rendered pursuant to this Agreement.

   B.   At each annual renewal, unless otherwise agreed, City shall pay, within _____ days of renewal, the amount indicated in Section 5.A.

6. Contractor shall, every six (6) months, furnish City with a description of activities performed by Contractor to

-4-

date, with a list of ongoing and proposed activities for the next six (6) months.

7. Upon the presentation of the report pursuant to Section 6 above, Contractor and City shall, at either's request, meet to discuss, plan, change, and implement any activities for the remainder of the term of this Agreement.

8. The Contractor shall comply with all reasonable requests of the City to keep the City updated and informed with respect to Contractor's activities in the performance of this Agreement.

9. Contractor agrees to maintain financial records in a form and manner as may be required by the Internal Revenue Service and, upon written request by City, shall make such records of Contractor relative to this Agreement available to City.

10. Contractor shall not discriminate against anyone on the basis of race, color, religion, sex, or national origin in connection with the performance of this Agreement.

11. All notices, requests, demands, or other communications pertaining to this Agreement shall be in writing and shall be deemed given if delivered in person or within five (5) days after having been mailed certified mail, return receipt requested, as follows:

DRAFT

If to City: City Manager

_____

_____ , California _____

If to Contractor: _____

_____

Stockton, California

12. Should any portion of this Agreement be rendered void, invalid, or unenforceable by any regulation, law, or by any court of law tor any reason, such determination shall not render any other portion of this Agreement void, invalid or unenforceable.

13. This Agreement shall be governed and interpreted by the lawa of the State of California and venue shall be San Joaquin County, California.

14. This Agreement may be terminated by either party without further obligation then existing at date of such termination upon the giving of sixty (60) days advance written notice to the other party.

15. This Agreement may not be modified, changed, or amended unless such modification, change, or amendment is in writing and signed by both Parties to this Agreement.

SJPART.SA2/TXTGVT/022092/1

DRAFT

IN WITNESS THEREOF, the Parties have caused their duly
authorized representatives to execute this Agreement on the date
above written.

"City"

By: **DRAFT**
        _____ , City Manager

"Contractor*

By: _____ ~~DRAFT~~ _____

Ttæ: _____

CITY COUNCIL

JAMES W. PINKERTON, Mayor
PHILLIP A. PENNINO
 Mayor Pro Tempore
DAVID M. HINCHMAN
JACK A. SIEGLOCK
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL. 221 WEST PINE STREET
P.O. Box 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
FAX (209) 333-6795

THOMAS A. PETERSON
 City Manager

ALICE M. REIMCHE
 City Clerk

BOB McNATT
 City Attorney

March 10, 1992

San Joaquin County Partnership
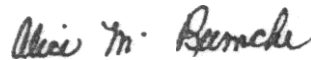Attention: Mr. Tom Shephard
P.O. Box 20
Stockton, CA 95201

Dear Mr. Shephard:

Enclosed please find two signed copies of the Service Agreement between the City of Lodi and the San Joaquin County Partnership which was adopted by the Lodi City Council at its March 4, 1992 meeting.

Please- have both copies signed and return one copy to us in the enclosed self-addressed, stamped envelope.

If you have any questions regarding the matter. please contact our off! ce.

Very truly yours.

Alice M. Reimche

Alice H. Reimche
City Clerk

AMR/ jmp

Enclosure

SERVICE AGREEMENT

This Service Agreement ("Agreement") *is* entered into this 4th day of March, 1992, by and between the CITY OF LODI, a municipal corporation existing under the laws of the State of California ("City") and the **SAN JOAQUIN PARTNERSHIP, INC.**, a corporation organized under the nonprofit laws of the State of California ("contractor") (Collectively "Parties").

RECITALS

1. WHEREAS, the City desires to use funds for the promotion of social and economic welfare of its citizens through the creation of job opportunities for the City; and

2. WHEREAS, Contractor is organized under the nonprofit laws of the State of California for the purpose of promoting social welfare; and

3. **WHEREAS**, the City and Contractor .have recognized their joint interests, desires, and objectives, and have determined that their mutual goals can best be attained by working together; and

4. WHEREAS, the City Council of the City of Lodi, California, has approved the **use** of funds to enable and assist the Contractor to operate a program designed to accomplish the desired economic development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and the performance of the conditions contained herein, the City and Contractor agree **as** follows:

1. The scope of the services to be performed by Contractor shall include. but shall not be limited to, the following:

a) Act **as** a catalyst between business interests and the City to bring about economic development.

b) Develop and manage a program to stimulate economic growth and developcent of the City.

c) Employ staff to carry out the responsibilities of the corporation.

d) Service the City as an advisor to provide guidance in the economic development of the City.

e) Work cooperatively with the City to integrate public facilities and utilities to assist in the promotion of economic development opportunities.

f) Seek out private developers and businesses that are interested in locating or expanding with the City.

g) Perform, to the extent Contractor deems necessary, public relations and marketing functions designed to promote economic activity.

h) Research and develop target markets within California, the United States and the Pacific Rim which will lead to economic development with the' City.

i) Coordinate, to the extent possible, the activities or the Contractor with Vision 2000 - A Blueprint for the future.

j) Perform, to the extent deemed necessary by Contractor. economic research, including the complying of economic data designed to result in economic development.

k) **Assist** the City in image enhancement, to the extent Contractor deems necessary.

1) Establish and assist, to the extent deemed necessary by Contractor, programs designed to train and evaluate workers with the goal to retain and expand businesses within the City.

m) Assist in the packaging of loans and other incentives designed to bring about economic development.

2. The City may assign appropriate City staff and provide technical support as City and Contractor mutually deem appropriate.

3. The Contractor shall remain responsible and accountable for the performance of the terms and conditions of this Agreement notwithstanding that the Contractor may employ consultants to perform any of its activities.

4. The tern; of this Agreement shall be for a period of one (1) year, subject to renewal upon mutual agreement of the Parties.

5. a) During the first year of this Agreement, City shall, within _____ days of the date of this Agreement pay the Contractor the sum of $_____ , for performance of the services rendered pursuant to this Agreement.

    b) At each annual renewal, unless otherwise agreed, City shall pay, within _____ days of renewal, the amount indicated in Section 5. a.

6. Contractor shall, every six (6) months, furnish City with a description of activities performed by Contractor to date, with a list of ongoing and proposed activities for the next six (6) months.

7. Upon the presentation of the report pursuant to Section 6 above, Contractor and City shall, at either's request, meet to discuss, plan, change, and implement any activities for the remainder of the term of this Agreement.

8. The Contractor shall comply with all reasonable requests of the City to keep the City updated and informed with respect to Contractor's activities in the performance of this Agreement.

9. Contractor agrees to maintain financial records in a form and manner as may **be** required by the Internal Revenue Service and. upon written request by City, shall make such records of Contractor relative to this Agreement available to City.

10. Contractor. shall not discriminate against anyone on the basis of race, color, religion, SEX, or national origin in connection with the performance of *this Agreement.*

11. All notices, requests, demands, or other communications pertaining to this Agreement shall be in writing and shall be deemed given if delivered in person or within five (5) days after having been mailed certified mail. return receipt requested, as follows:

If to City: City Manager

_____   _____ _____

_____, Czlifornia   _____

If to Contractor: _____

_____

Stockton, California _____

12. Should any portion *of* this Agreement **be** rendered void, invalid, **or** unenforceable by any regulation, law, or by any court *of* law for any reason, such determination shall not render any other portion of this Agreement void, invalid or unenforceable.

13. This Agreement shall be governed and interpreted by the laws *of* the State of California and venue shall **be** San Joaquin County, California.

14. This Agreement may be terminated by either party without further obligation then existing at date of such termination upon the giving of sixty (60) days advance written notice to the other party.

15. This Agreement may not be modified, changed, or amended unless such modification, change, or amendment is in writing and signed by both Parties to this Agreement.

IN **WITNESS** THEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the date above written.

"City"

By: _Thos. A. Peterson_____
Thomas A. Peterson, City Manager

Attest:

_Alice M. Reimche_____
Alice M. Reimche, City Clerk

Approved **as** to form:

_Bobby W. McNatt_____
Bobby W. McNatt, City Attorney

"Contractor"

By: _____

Title: _____